

# Exhibit 3

**Mazurkiewicz, Michael**

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**From:** Mazurkiewicz, Michael  
**Sent:** Thursday, March 09, 2017 11:38 AM  
**To:** 'Kelly, Ryan'  
**Subject:** AGL0032630-01 All-Boro Rehab Construction Corp. Eff 1/1/17  
**Attachments:** ALL BORO REHAB CONSTRUCTION CO.PDF; Audit ENDORSEMENT\_AGL0032630-00\_02-15-17@102250123.pdf

**Follow Up Flag:** Follow up  
**Due By:** Tuesday, March 28, 2017 6:00 AM  
**Flag Status:** Flagged

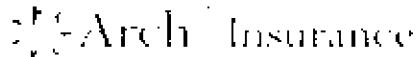
Attached find a copy of the audit to the expired policy.

Please review and advise if adjustments are needed for the renewal policy.

The audit showed no exposures at location No. 2 and increased exposures for Drywall, Carpentry and Tilework + over \$50K in Plumbing – Residential at Loc. 1. Please review with you retail agent and advise any adjustments.

Thanks,

Michael Mazurkiewicz  
Compliance Underwriter



Contract Binding Operations  
Arch Insurance Group  
1001 Franklin Ave., Suite 208  
Garden City, NY 11530  
Office: 516-780-6116  
E-Mail: mmazurkiewicz@archinsurance.com

**CONFIDENTIALITY NOTICE**

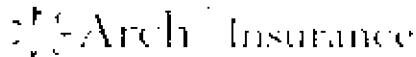
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**From:** Clarkson, Gigi  
**Sent:** Wednesday, February 15, 2017 10:27 AM  
**Subject:** AGL0032630-00 All-Boro Rehab Construction Corp.

Please review the attached audit with the current policy, AGL0032630-01.

Regards,

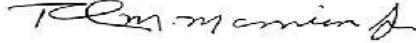


**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AUDIT ENDORSEMENT

Policy Change  
Number 0003

POLICY NUMBER  AGL0032630-00	POLICY CHANGES EFFECTIVE 1/1/2016 12:01AM	COMPANY  ARCH SPECIALTY INSURANCE COMPANY
NAMED INSURED  All-Boro Rehab Construction Corp.		AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT
COVERAGE PARTS AFFECTED  GENERAL LIABILITY		
<b>CHANGES</b>		
IT IS UNDERSTOOD AND AGREED THAT:		
<input checked="" type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 9. EXPIRATION DATE <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 10. TERMS <input type="checkbox"/> SHORT RATE <input type="checkbox"/> 4. RATE <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> PRO RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 12. ADDRESS OF INSURED <input type="checkbox"/> MINIMUM EARNED PREMIUM <input checked="" type="checkbox"/> 6. AUDIT <input type="checkbox"/> 13. COVERAGE EXTENSION <input type="checkbox"/> 16. OTHER <input type="checkbox"/> 7. COVERAGE/LIMITS <input type="checkbox"/> 14. REINSTATEMENT		
COMMERCIAL GENERAL LIABILITY COVERAGE PART \$ 6,624.00 TOTAL \$ 6,624.00		
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>		

  
\_\_\_\_\_  
Authorized Representative Signature

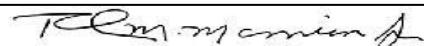


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NAMED INSURED  All-Boro Rehab Construction Corp.		AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT
COVERAGE PARTS AFFECTED		
GENERAL LIABILITY		
<b>CHANGES</b>		
<b>GENERAL LIABILITY COVERAGE PART :</b>  Class: 98483(GL - Prem/Op) - Plumbing - residential or domestic is ADDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007  Class: 98483(GL - Prod/Co) - Plumbing - residential or domestic is ADDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007  Class: 92338(GL - Prem/Op) - Drywall or Wallboard Installation is AMENDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007  Class: 92338(GL - Prod/Co) - Drywall or Wallboard Installation is AMENDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007		
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>		



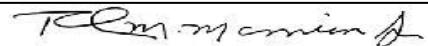
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NAMED INSURED  All-Boro Rehab Construction Corp.	AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT	
COVERAGE PARTS AFFECTED		
GENERAL LIABILITY		
<b>CHANGES</b>		
<p>Class: 91341(GL - Prem/Op) - Carpentry - interior is AMENDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p> <p>Class: 91341(GL - Prod/Co) - Carpentry - interior is AMENDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p> <p>Class: 99746(GL - Prem/Op) - Tile, Stone, Marble, Mosaic or Terrazzo Work - interior construction is AMENDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p> <p>Class: 99746(GL - Prod/Co) - Tile, Stone, Marble, Mosaic or Terrazzo Work - interior construction is AMENDED for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p>		
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>		



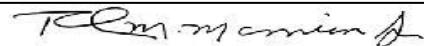
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NAMED INSURED  All-Boro Rehab Construction Corp.		AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT
COVERAGE PARTS AFFECTED		
GENERAL LIABILITY		
<b>CHANGES</b>		
<p>Class: 92215(GL - Prem/Op) - Driveway, Parking Area or Sidewalk - paving or repaving is <b>DELETED</b> from LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p> <p>Class: 92215(GL - Prod/Co) - Driveway, Parking Area or Sidewalk - paving or repaving is <b>DELETED</b> from LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p> <p>Class: 98482(GL - Prem/Op) - Plumbing - commercial and industrial is <b>DELETED</b> from LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p> <p>Class: 98482(GL - Prod/Co) - Plumbing - commercial and industrial is <b>DELETED</b> from LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096 Territory 007</p>		
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>		



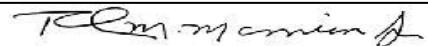
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NAMED INSURED  All-Boro Rehab Construction Corp.		AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT
COVERAGE PARTS AFFECTED		
GENERAL LIABILITY		
<b>CHANGES</b>		
<p>Class: 98482(GL - Prod/Co) - Plumbing - commercial and industrial is <b>DELETED</b> from LOC 0003 - Various, Flushing, NY 11367 Territory 001</p> <p>Class: 98482(GL - Prem/Op) - Plumbing - commercial and industrial is <b>DELETED</b> from LOC 0003 - Various, Flushing, NY 11367 Territory 001</p> <p>Class: 92338(GL - Prem/Op) - Drywall or Wallboard Installation is <b>DELETED</b> from LOC 0003 - Various, Flushing, NY 11367 Territory 001</p> <p>Class: 92338(GL - Prod/Co) - Drywall or Wallboard Installation is <b>DELETED</b> from LOC 0003 - Various, Flushing, NY 11367 Territory 001</p>		
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>		



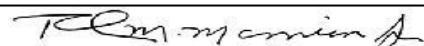
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NAMED INSURED  All-Boro Rehab Construction Corp.		AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT
COVERAGE PARTS AFFECTED		
GENERAL LIABILITY		
<b>CHANGES</b>		
<p>Class: 91341(GL - Prem/Op) - Carpentry - interior is <b>DELETED</b> from LOC 0003 - Various, Flushing, NY 11367 Territory 001</p> <p>Class: 91341(GL - Prod/Co) - Carpentry - interior is <b>DELETED</b> from LOC 0003 - Various, Flushing, NY 11367 Territory 001</p> <p><b>PROGRAM RATING :</b> Class: 91585 - CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS is <b>AMENDED</b> for LOC 0001 - 260 Doughty Blvd, Inwood, NY 11096</p>		
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>		



Authorized Representative Signature

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NAMED INSURED  All-Boro Rehab Construction Corp.		AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT
COVERAGE PARTS AFFECTED		
GENERAL LIABILITY		
<b>CHANGES</b>		
Class: 91585 - CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS is DELETED from LOC 0003 - Various, Flushing, NY 11367		
ENDORSEMENT NOTES :		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		



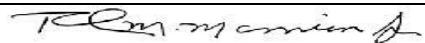
Authorized Representative Signature

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COVERAGE PARTS AFFECTED								
GENERAL LIABILITY								
<b>GENERAL LIABILITY CHANGES</b>								
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Policy Exposure</u>	<u>Audit Exposure</u>	<u>Rate</u>	<u>Premium</u>
0001	334-PREM	92338	Drywall or Wallboard Installation	(P)	\$ 73,800	\$ 106,530	\$ 53.132	\$ 1,739
0001	336-PROD	92338	Drywall or Wallboard Installation	(P)	\$ 73,800	\$ 106,530	\$ 12.618	\$ 413
0001	334-PREM	91341	Carpentry - interior	(P)	\$ 8,100	\$ 38,304	\$ 158.593	\$ 4,790
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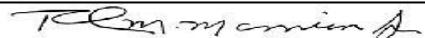
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0001	336-PROD	91341	Carpentry - interior	(P)	\$ 8,100	\$ 38,304	\$ 29.375	\$ 887
0001	334-PREM	99746	Tile, Stone, Marble, Mosaic or Terrazzo Work - interior construction	(P)	\$ 17,000	\$ 46,534	\$ 71.411	\$ 2,109
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>								



Authorized Representative Signature

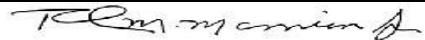


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NAMED INSURED  All-Boro Rehab Construction Corp.		AUTHORIZED REPRESENTATIVE  RT Specialty, LLC - CT						
COVERAGE PARTS AFFECTED								
GENERAL LIABILITY								
<b>GENERAL LIABILITY CHANGES</b>								
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Policy Exposure</u>	<u>Audit Exposure</u>	<u>Rate</u>	<u>Premium</u>
0001	336-PROD	99746	Tile, Stone, Marble, Mosaic or Terrazzo Work - interior construction	(P)	\$ 17,000	\$ 46,534	\$ 20.974	\$ 619
0001	334-PREM	98482	Plumbing - commercial and industrial	(P)	\$ 21,600	\$ 0	\$ 113.340	-\$ 2,448
0001	336-PROD	98482	Plumbing - commercial and industrial	(P)	\$ 21,600	\$ 0	\$ 51.264	-\$ 1,107
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>								



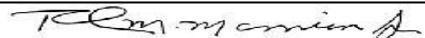
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GENERAL LIABILITY								
<b>GENERAL LIABILITY CHANGES</b>								
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Policy Exposure</u>	<u>Audit Exposure</u>	<u>Rate</u>	<u>Premium</u>
0001	334-PREM	92215	Driveway, Parking Area or Sidewalk - paving or repaving	(P)	\$ 5,000	\$ 0	\$ 105.478	-\$ 527
0001	336-PROD	92215	Driveway, Parking Area or Sidewalk - paving or repaving	(P)	\$ 5,000	\$ 0	\$ 21.572	-\$ 108
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>								



Authorized Representative Signature

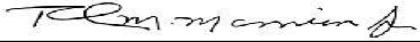


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GENERAL LIABILITY								
<b>GENERAL LIABILITY CHANGES</b>								
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Policy Exposure</u>	<u>Audit Exposure</u>	<u>Rate</u>	<u>Premium</u>
0001	334-PREM	98483	Plumbing - residential or domestic	(P)	\$ 0	\$ 54,354	\$ 167.716	\$ 9,116
0001	336-PROD	98483	Plumbing - residential or domestic	(P)	\$ 0	\$ 54,354	\$ 83.440	\$ 4,535
0001	CGL	91585	CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS	(C)	\$ 9,500	\$ 52,745	\$ 18.000	\$ 778
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>								

  
Authorized Representative Signature

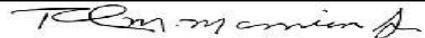


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<b>GENERAL LIABILITY CHANGES</b>								
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0003	334-PREM	92338	Drywall or Wallboard Installation	(P)	\$ 51,300	\$ 0	\$ 106.788	-\$ 5,478
0003	336-PROD	92338	Drywall or Wallboard Installation	(P)	\$ 51,300	\$ 0	\$ 12.618	-\$ 647
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>								



Authorized Representative Signature



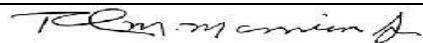
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GENERAL LIABILITY								
<b>GENERAL LIABILITY CHANGES</b>								
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0003	334-PREM	98482	Plumbing - commercial and industrial	(P)	\$ 18,000	\$ 0	\$ 227.990	-\$ 4,104
0003	336-PROD	98482	Plumbing - commercial and industrial	(P)	\$ 18,000	\$ 0	\$ 51.264	-\$ 923
0003	334-PREM	91341	Carpentry - interior	(P)	\$ 8,100	\$ 0	\$ 319.507	-\$ 2,588

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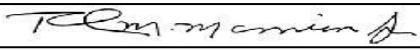
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<b>GENERAL LIABILITY CHANGES</b>								
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0003	336-PROD	91341	Carpentry - interior	(P)	\$ 8,100	\$ 0	\$ 29.375	-\$ 238
0003	CGL	91585	CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS	(C)	\$ 8,100	\$ 0	\$ 24.000	-\$ 194
<b>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</b>								

  
Authorized Representative Signature



Case 2:23-cv-00238-PKC-AYS

Document 15-4 Filed 04/28/23

Page 18 of 101 PageID

Policy #	AGL0032630-00	Carrier	Arch Insurance (CBO/AGL)	Auditor	118 - Jonathan Dyckman	Policy Period	01/01/2016 - 01/01/2017
Serial #	11055232	Insured	ALL-BORO REHAB CONSTRUCTION CORP	Date	02/07/2017	Audit Period	01/01/2016 - 01/01/2017
Policy Type:	General Liability	Insured Location:	260 DOUGHTY BLVD INWOOD, NY 11096	Source of Data		Subcontractors	
Audit Type:	Annual	Insured Phone:	516-239-5550	<input type="checkbox"/> Payroll Book	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Audit Source:	Physical	Audit Location:	LEVINE & SCHMUTTER CPAS LLP 347 FIFTH AVENUE, SUITE 402 NEW YORK, NY 10016	<input type="checkbox"/> Cash Book	<input type="checkbox"/> Condition	<input type="checkbox"/> Good	
Legal Entity:	Corporation	Audit Phone:	212-244-6611	<input type="checkbox"/> Check Book	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	
Federal ID#:	11-2464194	Audit Contact:	DEBBIE PENNA, Accountant	<input type="checkbox"/> Gen'l Ledger	<input type="checkbox"/> Gen'l Journal	<input type="checkbox"/> Financial State.	
Ins. Name 2:				<input type="checkbox"/> Verification	<input type="checkbox"/> S/S Returns	<input type="checkbox"/> Time Charges	
				<input type="checkbox"/> U/C Returns	<input type="checkbox"/> Income Tax	<input type="checkbox"/> Travel:	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Direct	3.25
					<input type="checkbox"/>	<input type="checkbox"/> Write-up:	

**DESCRIPTION OF OPERATIONS**

ALL-BORO REHAB CONSTRUCTION CORP is a general construction contractor specializing in renovations of private homes and building them from scratch. The company is based at 260 Doughty Blvd., Inwood, NY 11096. The company was incorporated on 6/6/1978. This audit took place at the office of the accountants.

In January 2016, the insured switched from having their own payroll to using a PEO, a.k.a employee leasing. The name of the PEO is Applied Underwriters. The leased payroll is shown as a managed adjustment.

The insured's operations are supported by a staff of workers consisting of carpenters, wallboard installers, plumbers and ceramic tile installers. Code 91341 applies for the carpenters. Code 92338 applies for the wallboard installers. Code 99746 applies for the ceramic tile workers.

For the plumbers, code 93483 applies and was added because all of the insured's work is done at private homes. There was no exposure for code 98482 because this code is for plumbing at commercial locations.

There was no exposure for code 92215 because the insured didn't have any workers doing the types of work covered by this code.

Sean Nussbaum only goes out to give estimates. He doesn't do any construction work. He is excluded as per the rules.

Aharon Blumenkrantz works exclusively in the office. He is excluded as per the rules.

There are two officers (husband and wife) who are the sole shareholders. They are excluded since they didn't do any construction work.

During the audit period, the insured used 5 adequately insured subcontractors. COIs are on file at the insured's office. The client book says that there is no need to ask for them in situations such as this. Code 91585 applies.

The work order shows two locations and policy estimates are shown for bot of them. Location#1 is the office in Nassau and location#2 is various locations in Flushing, NY 11367 (Queens County). The payroll was not broken down by county. The account said that the vast majority of the insured's work was in Nassau County. Thus, all exposure shown is for location #1.

Gross Sales for the audit period: \$1,816,576

The amount labor seems a but low given the amount of sales but the insured does high end work so the materials are expensive.

EIN: 11-2464194  
PEO Account#: 819863 (92-8311)

Records Reviewed:  
Payroll Report (January 2016 only)  
941 / NYS-45 (First quarter of 2016 only)  
Profit & Loss Statement

<b>Policy #</b>	AGL0032630-00	<b>Carrier</b>	Arch Insurance (CBO/AGL)	<b>Auditor</b>	118 - Jonathan Dyckman	<b>Policy Period</b>	01/01/2016 - 01/01/2017
<b>Serial #</b>	11055232	<b>Insured</b>	ALL-BORO REHAB CONSTRUCTION CORP	<b>Date</b>	02/07/2017	<b>Audit Period</b>	01/01/2016 - 01/01/2017

Subcontractor Report  
1120S Tax Return for 2015

See the UW Referral for the variance analysis and comments.

DESCRIPTION OF DUTIES						
Title	Name	Adj. Gross Payroll	Amount Included	Days	State	Code
<b>Employees</b>						
Vice President	Debra Rabinowitz	63,584		0	365	NY
President	Ira Rabinowitz	63,584		0	365	NY

## AUDIT SUMMARY

VERIFICATION SUMMARY

CLASSIFICATION		CODE	EXPOSURE	
<b>COST EXPOSURE</b>				
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - 01/01/16 to 01/01/17 - Flushing</b>				
Contractors - sub. work- buildings		91585	0	
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - 01/01/16 to 01/01/17 - Inwood</b>				
Contractors - sub. work- buildings		91585	52,745	
<b>TOTAL</b>				<b>52,745</b>
<b>EMPLOYEES</b>				24,468
Employees				24,468
Subcontractors				0
Plus Adjustments				221,256
<b>TOTAL</b>				<b>245,724</b>

100

<b>PAYROLL EXPOSURE</b>	
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - 01/01/16 to 01/01/17 - Flushing</b>	
Carpentry - interior	91341
Dry wall or wallboard installation	92338
Plumbing - commercial and industrial	98482
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - 01/01/16 to 01/01/17 - INWOOD</b>	
Carpentry - interior	91341
Driveway,parking area or sidewalk paving/repaving	92215
Dry wall or wallboard installation	92338
Plumbing - commercial and industrial	98482
Plumbing - residential or domestic	98483
Tile,stone,marble,mosaic or terrazzo work-interior	99746
<b>TOTAL</b>	<b>245,722</b>

## Employees Detail

Name	Code	Exact Duties/Notes	Gross
Angel Guinansaca	91341	Carpenter	11
Juan Guinansaca	92338	Drywall	6
Edwin Areeses	91341	Carpenter	9
Alexander W Reyes Robles	92338	Wallboard Installation	1
Baltazar Bailes	92338	Wallboard Installation	

Policy #	AGL0032630-00	Carrier	Arch Insurance (CBO/AGL)	Auditor	118 - Jonathan Dyckman	Policy Period	01/01/2016 - 01/01/2017
Serial #	11055232	Insured	ALL-BORO REHAB CONSTRUCTION CORP	Date	02/07/2017	Audit Period	01/01/2016 - 01/01/2017

Employees Detail							
Name	Code	Exact Duties/Notes				Gross	
Janusz Wojtak	92338	Wallboard Installation				1123	
Jose Canas	92338	Wallboard Installation				960	
Misraim S Valiente Rivas	92338	Wallboard Installation				1203	
Oscar Amaya	92338	Wallboard Installation				760	
Cosmo Barili	98483	Plumber				1806	
Mario Reyes	98483	Plumber				286	
Yerachmeli Trathenber	98483	Plumber				960	
Carlos Henriquez	99746	Ceramic Tile Work				960	
Darwin A Reyes Robles	99746	Ceramic Tile Work				915	
Jose Roberto Alvarez Quezada	99746	Ceramic Tile Work				960	
Kevin Henriquez	92338	Drywall				0	
Juan Hernandez	92338	Drywall				3600	
Gilberto Edwin Paiz-Alvarez	92338	Drywall				1620	
Yosef Silverstein	98483	Plumber's Assistant					
Aharon Blumenkrantz	excl	Work in office, paper work, phone calls, invoicing, etc.					
Sean Nussbaum	excl	Estimates					

### Employees Figures

Code	Name	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	GROSS	Leased Payroll
<b>ALL-BORO REHAB CONSTRUCTION CORP - Flushing</b>							
91341	No Exposure	0	0	0	0	0	0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - Flushing</b>							
92338	No Exposure	0	0	0	0	0	0
9882	No Exposure	0	0	0	0	0	0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - INWOOD</b>							
91341	Angel Guinansaca	1260	0	0	1260	19620	
91341	Edwin Areases	648	0	0	648	16776	
92215	No Exposure	0	0	0	0	0	
92338	Juan Guinansaca	0	0	0	0	9960	
92338	Alexander W Reyes Robl	900	0	0	900	17388	
92338	Baltazar Baires	1115	0	0	1115	18057	
92338	Janusz Wojtak	1125	0	0	1125	16725	
92338	Jose Canas	960	0	0	960	4860	
92338	Misraim S Valiente Rivas	1200	0	0	1200	5400	
92338	Oscar Amaya	760	0	0	760	17640	
92338	Kevin Henriquez	0	0	0	0	2520	

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#: 746  
Filed 04/28/23  
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Policy #	AGL0032630-00	Carrier	Arch Insurance (CBO/AGL)	Auditor	118 - Jonathan Dyckman	Policy Period	01/01/2016 - 01/01/2017
Serial #	11055232	Insured	ALL-BORO REHAB CONSTRUCTION CORP	Date	02/07/2017	Audit Period	01/01/2016 - 01/01/2017

Employees Figures							
Code	Name	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	GROSS	Leased Payroll
92238	Juan Hernandez	0	0	0	0	0	7416
92238	Gilberto Edwin Paz-Alvar	0	0	0	0	0	504
98482	No Exposure	0	0	0	0	0	0
98483	Cosmo Barilli	1800	0	0	0	1800	27330
98483	Mario Reyes	288	0	0	0	288	3636
98483	Yerachmeli Trahenberg	960	0	0	0	960	17640
98483	Yosef Silverstein	0	0	0	0	0	2700
99746	Carlos Henriquez	960	0	0	0	960	8748
99746	Darwin A Reyes Robles	910	0	0	0	910	17496
99746	Jose Roberto Alvarez Que	960	0	0	0	960	17460
excl	Aharon Blumenkrantz	3600	0	0	0	3600	58800
excl	Debra Rabinowitz	2700	0	0	0	2700	60884
excl	Ira Rabinowitz	2700	0	0	0	2700	60884
excl	Sean Nussbaum	1620	0	0	0	1620	26459
<b>SUB TOTAL</b>		<b>24466</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24466</b>	<b>438903</b>
<b>GRAND TOTAL</b>		<b>24466</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24466</b>	<b>438903</b>

Employees Verification							
1st Quarter '16	2nd Quarter '16	3rd Quarter '16	4th Quarter '16	TOTAL	24466	Excluded	15-4 #: 747
24466	0	0	0	0	24466		
<b>Employees Recap for ALL-BORO REHAB CONSTRUCTION CORP - NY - 01/01/16 to 01/01/17 - Flushing</b>							
<b>Recap</b>	<b>TOTAL</b>	<b>91341</b>	<b>92338</b>	<b>98482</b>			
Gross Payroll	0						
Plus Leased Payroll	0						
Less excl	0						
Principal Min/Max/Flat	0						
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>				
<b>Employees Recap for ALL-BORO REHAB CONSTRUCTION CORP - NY - 01/01/16 to 01/01/17 - INWOOD</b>							
<b>Recap</b>	<b>TOTAL</b>	<b>91341</b>	<b>92215</b>	<b>92338</b>	<b>98482</b>	<b>98483</b>	<b>99746</b>
Gross Payroll	24466	1908		6060	3048	2830	10620
Plus Leased Payroll	438903	36396		100470	51306	43704	207027
Less excl	(217647)	0					(217647)
Principal Min/Max/Flat	245722	38304	0	106530	0	54354	46534
<b>TOTAL</b>						0	

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Policy #	AGL0032630-00	Carrier	Arch Insurance (CBO/AGL)	Auditor	118 - Jonathan Dyckman	Policy Period	01/01/2016 - 01/01/2017
Serial #	11055232	Insured	ALL-BORO REHAB CONSTRUCTION CORP	Date	02/07/2017	Audit Period	01/01/2016 - 01/01/2017

### Subcontractors Figures

Code	Name	Year Amt	GROSS
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - Flushing</b>			
91585	No Exposure	0	0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>
<b>ALL-BORO REHAB CONSTRUCTION CORP - NY - Inwood</b>			
91585	5 adequately insured sub	52745	52745
<b>SUBTOTAL</b>		<b>52745</b>	<b>52745</b>
<b>GRAND TOTAL</b>		<b>52745</b>	<b>52745</b>

**Insured** ALL-BORO REHAB CONSTRUCTION CORP**Policy #** AGL0032630-00**Date Audited** 02/07/17

Obtain the information necessary to answer the following questions. Boxes with an asterisk (\*) require an explanation in the box below the applicable question (or information in the Description of Operations/adjustments sections as directed). Explanations must include what was discovered and how the situation was handled.

**Y N N/A** 

1) Were there multiple entities, locations or named insureds?

If Yes, was each individually addressed in the Description of Operations?  Yes  \* No

The work order shows that there are two but one shows various location (i.e. construction sites) in Flushing, NY.

2) Has each classification been supported and shown in the Description of Operations (including new or discontinued classifications, and those with zero exposure or written on an "if any" basis)?

3) Have all officers/principals been listed, duties described, 100 percent stock/ownership provided and accounted for?

  \*

4) Were Standard Exception employees listed individually (up to 10 per Standard Exception) and duties properly described?

  \*

5) Were key employees (e.g. supervisors, managers, quality control, etc.) identified separately in worksheets and duties properly described?

 \* 6) Were any goods or materials delivered/hailed by:  Employees?  Owner/Operators? \*7) Were there any:  Aircraft Operations? (Provide number of passenger seats in audit summary) USL&HW, Jones Act or other maritime operations of any kind? Volunteer Workers? Leased or temporary employees? Domestic employees in Principal's home? \* 

8) Were any general exclusion operations conducted (new construction, stevedoring, sawmill, daycare, state special)? If Yes, provide details in Description of Operations.

**Insured** ALL-BORO REHAB CONSTRUCTION CORP**Policy #** AGL0032630-00**Date Audited** 02/07/17

Obtain the information necessary to answer the following questions. Boxes with an asterisk (\*) require an explanation in the box below the applicable question (or information in the Description of Operations/adjustments sections as directed). Explanations must include what was discovered and how the situation was handled.

**Y N N/A**

9) Were there any exposure base adjustments such as (overtime, commissions, tips, severance [payroll], sales taxes, returns and allowances, inter-company sales [sales], etc)?

If yes, were adjustments shown in worksheet?  Yes  \* No

10) Was there a 401K, Café 125 or other pre-tax benefit plan during the policy term?

If yes, were adjustments shown in worksheet verification/reconciliation section?  Yes  \* No

11) Was any subcontract or other non-employee labor used? If Yes, explain in the Description of Operations.

Were certificates of insurance reviewed?  Yes  \* No (comment in Description of Operations)

\*  12) Were any jobs subject to OCIP or Waiver endorsement? If Yes, show adjustments in worksheet and provide job and certificate of insurance details below.

\*   13) Was a claims list attached? If Yes, provide claims verification detail below.

14) Exit interview conducted with: \_\_\_\_\_ Title: \_\_\_\_\_

No concerns.

\* Concerns noted below.

## UNDERWRITING REFERRAL

**CLASSIFICATION CHANGES:**

ADD CODE #'s: 98483

DELETE CODE #'s: 98482, 92215

**MULTI STATE POLICY:**

ADDED STATES: \_\_\_\_\_

DELETED STATES: \_\_\_\_\_

**ENTITY CHANGE:**

CORPORATION

PARTNERSHIP

INDIVIDUAL

OTHER: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

OFFICERS/OWNERS CHANGED/ADDED/DELETED

ADDRESS/LOCATION CHANGE/DELETION/ADDITION

ACTUAL EXPOSURES AS COMPARED TO ESTIMATED EXPOSURES VARY BY MORE THAN 20%

UNINSURED OR UNDERINSURED SUBCONTRACTOR EXPOSURE FOUND DURING AUDIT. SEE SUB. DETAIL

EMPLOYEE LEASING DISCLOSED

EVIDENCE OF FINANCIAL DISTRESS

AUDIT REVISED

AUDIT DATA QUESTIONABLE DUE TO: \_\_\_\_\_

**COMMENTS:**

There was no exposure for code 92215 because the insured didn't have any workers doing the types of work covered by this code.

There was no exposure for code 98482 because this code is for plumbing at commercial locations.

Code 98483 was added for the plumbers because all of the insured's work is done at private homes.

The work order shows two locations and policy estimates are shown for both of them. Location#1 is the office in Nassau and location#2 is various locations in Flushing, NY 11367 (Queens County). The payroll was not broken down by county. The accountant said that the vast majority of the insured's work was in Nassau County. Thus, all exposure shown is for location #1.

The overall variance (-4.59%) is within the norm but all individual variances exceed 20%. It appears that the carrier didn't have a good idea of how much exposure to expect for each code.

STATE:	Code:	Policy Estimate:	Audited Figures:	Difference (+ or -):	Variance % (+ or -):
Inwood,NY	92338	73800	106530	32730.00	44.35
Inwood,NY	98482	21600	0	-21600.00	-100.00
Inwood,NY	91341	8100	38304	30204.00	372.89
Inwood,NY	92215	5000	0	-5000.00	-100.00
Inwood,NY	99746	17000	46534	29534.00	173.73
Inwood,NY	91585	9500	52745	43245.00	455.21
TOTAL				0.00	0.00

If 5 or fewer codes, show all codes in the Variance Analysis section, with TOTALS of audited and estimated figures in the bottom row. If > 5 codes, show only those with > 20% variance (and no TOTALS). If adding a new code, or code written on an "if any" basis with an audited exposure, input .001 for the policy estimate. If policy written on an 'if any' basis, and there is no exposure, input 0 for the estimate.

**MISC. INFO:**

ASSISTED INSURED TO ESTABLISH APPROPRIATE RECORDS FOR FUTURE AUDITS

COMMUNICATED WITH AGENT REGARDING ACCOUNT

COMMUNICATED WITH UNDERWRITING OR MARKETING REGARDING ACCOUNT

## UNDERWRITING REFERRAL

**CLASSIFICATION CHANGES:**

ADD CODE #'s: 98483

DELETE CODE #'s: 98482, 92215

**MULTI STATE POLICY:**

ADDED STATES: \_\_\_\_\_

DELETED STATES: \_\_\_\_\_

**ENTITY CHANGE:**

CORPORATION

PARTNERSHIP

INDIVIDUAL

OTHER: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

OFFICERS/OWNERS CHANGED/ADDED/DELETED

ADDRESS/LOCATION CHANGE/DELETION/ADDITION

ACTUAL EXPOSURES AS COMPARED TO ESTIMATED EXPOSURES VARY BY MORE THAN 20%

UNINSURED OR UNDERINSURED SUBCONTRACTOR EXPOSURE FOUND DURING AUDIT. SEE SUB. DETAIL

EMPLOYEE LEASING DISCLOSED

EVIDENCE OF FINANCIAL DISTRESS

AUDIT REVISED

AUDIT DATA QUESTIONABLE DUE TO: \_\_\_\_\_

**COMMENTS:**

There was no exposure for code 92215 because the insured didn't have any workers doing the types of work covered by this code.

There was no exposure for code 98482 because this code is for plumbing at commercial locations.

Code 98483 was added for the plumbers because all of the insured's work is done at private homes.

The work order shows two locations and policy estimates are shown for both of them. Location#1 is the office in Nassau and location#2 is various locations in Flushing, NY 11367 (Queens County). The payroll was not broken down by county. The accountant said that the vast majority of the insured's work was in Nassau County. Thus, all exposure shown is for location #1.

The overall variance (-4.59%) is within the norm but all individual variances exceed 20%. It appears that the carrier didn't have a good idea of how much exposure to expect for each code.

STATE:	Code:	Policy Estimate:	Audited Figures:	Difference (+ or -):	Variance % (+ or -):
Inwood,NY	98483		54354	54354.00	0.00
Flushing,NY	92338	51300	0	-51300.00	-100.00
Flushing,NY	98482	18000	0	-18000.00	-100.00
Flushing,NY	91341	8100	0	-8100.00	-100.00
Flushing,NY	91585	8100	0	-8100.00	-100.00
				0.00	0.00
TOTAL		312838	298467	-14371.00	-4.59

If 5 or fewer codes, show all codes in the Variance Analysis section, with TOTALS of audited and estimated figures in the bottom row. If > 5 codes, show only those with > 20% variance (and no TOTALS). If adding a new code, or code written on an "if any" basis with an audited exposure, input .001 for the policy estimate. If policy written on an 'if any' basis, and there is no exposure, input 0 for the estimate.

**MISC. INFO:**

ASSISTED INSURED TO ESTABLISH APPROPRIATE RECORDS FOR FUTURE AUDITS

COMMUNICATED WITH AGENT REGARDING ACCOUNT

COMMUNICATED WITH UNDERWRITING OR MARKETING REGARDING ACCOUNT

## CONFIDENTIAL NOTES P - 1

### COMMENTS:

Explanation of Time Charge (3.25 hours):

Extra time was needed because the accountant was disorganized when the auditor arrived and the auditor had to spend some time explaining exactly what was needed. On top of that, the auditor had questions that could not be answered easily. The switch to leased payroll also added to the amount of time spent.



### Arch Signature Form

Date 2/7/2017

Auditor J. Dyckman

Named Insured All-Boro Rehab Construction Corp

Policy Number AGL 0032630-00

#### Consent to Share Information

Your insurance agent \_\_\_\_\_ would like a copy of the Premium Audit Worksheets generated from this audit to help assure that the final audit bill is accurate. Since these worksheets may contain personal and confidential information we will not release them to your agent without your authorization. If you would like to authorize such release please sign this authorization in the space provided below and we will send the worksheets to your agent.

Nissan Lebowitz, CPA

Printed Name - Authorized Representative

CPA

Title

Nissan Lebowitz

Signature - Authorized Representative

#### **Field Auditor Use Only**

Check if insured declined to sign the Consent to Share Information \_\_\_\_\_

#### Exit Interview

Did you provide the auditor with all requested information needed for audit? Yes  No

What information is pending? Employee's Job duties

Did the auditor discuss the information with you? Yes  No

Did you have questions regarding how the exposures were developed? Yes  No

I, Deffie Penna Nissan Lebowitz, CPA as a representative of All-Boro Rehab Construction Corp, have reviewed the information contained in the auditor's worksheets and agree with the information.

Nissan Lebowitz

Signature

CPA

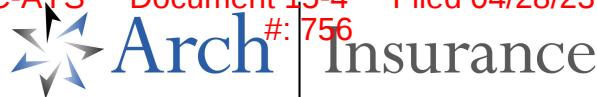
Title

2/7/17

Date

*Gigi Clarkson*

Premium Audit Analyst  
Contract Binding Operations  
1001 Franklin Avenue, Suite 208 Garden City, NY 11530  
516-780-6104



**ARCH SPECIALTY INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd., Suite 900  
Kansas City, MO 64108

Administrative Address:  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Tel: (866) 413-5550

### **COMMON POLICY DECLARATIONS**

**THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.**

**THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.**

**Policy Number:** AGL0032630-01  
**Renewal Of:** AGL0032630-00

**Named Insured:** All-Boro Rehab Construction Corp.

**Mailing Address:** 260 Doughty Blvd  
Inwood, NY 11096

**Surplus Line** RT SPECIALTY, LLC - CT  
**Producer:**  
**Mailing Address:** 20 CHURCH STREET  
SUITE 1500  
HARTFORD, CT 06103

**Policy Period:** From: 01/01/2017 To: 01/01/2018 at 12:01 A.M., Standard Time at your mailing address shown above.

**Business Description:** Contractor

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS  
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 29,997.00
TOTAL PAYABLE AT INCEPTION:	\$ 29,997.00

**FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):**

SEE ATTACHED FORM 00 ML0012 00-SCHEDULE OF FORMS AND ENDORSEMENTS.

<b>Countersigned:</b> January 6th 2017  (Date)	<b>By:</b>   (Authorized Representative)
---	---

**THIS POLICY INCLUDING ALL ENDORSEMENTS ISSUED HEREIN SHALL CONSTITUTE THE CONTRACT BETWEEN THE COMPANY AND THE NAMED INSURED.**

Arch Specialty Insurance Company is licensed in the state of Missouri only.

POLICY NUMBER: AGL0032630-01  
ARCH SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY  
06 AGL0123 00 02 13

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

NAMED INSURED:	All-Boro Rehab Construction Corp.		
MAILING ADDRESS:	260 Doughty Blvd Inwood, NY 11096		
POLICY PERIOD:	FROM 01/01/2017	TO 01/01/2018	AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE			

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	1,000,000
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$	100,000 Any one premises
MEDICAL EXPENSE LIMIT	\$	10,000 Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000 Any one person or organization
GENERAL AGGREGATE LIMIT	\$	2,000,000
PRODUCTS/COMPLETED OPERATIONS		
AGGREGATE LIMIT	\$	2,000,000

### RETROACTIVE DATE (NONE)

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: NONE

(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

### DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

INDIVIDUAL       PARTNERSHIP       JOINT VENTURE       TRUST

LIMITED LIABILITY COMPANY       ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

OTHER

BUSINESS DESCRIPTION: Contractor

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
SEE ATTACHED FORM 06 AGL0129 00-SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE.	

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
SEE ATTACHED FORM 06 AGL0129 00-SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE.							
				ADDITIONAL PREMIUM	\$ _____		
				TOTAL PREMIUM (SUBJECT TO AUDIT)	\$ 27,897		
PREMIUM SHOWN IS PAYABLE:				AT INCEPTION	\$ 29,997		
				AT EACH ANNIVERSARY	\$ _____		
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)							
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUALLY		<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY		

ENDORSEMENTS	
ENDORSEMENTS ATTACHED TO THIS POLICY:	
SEE ATTACHED FORM 00 ML0012 00-SCHEDULE OF FORMS AND ENDORSEMENTS.	

## SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	260 Doughty Blvd, Inwood, NY 11096
2	Various, Flushing, NY 11367

LOC. NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1	Drywall or Wallboard Installation	92338	\$73,800 (P)	\$ 55.782	\$ 13.247	\$ 4,117	\$ 978
1	Plumbing - commercial and industrial	98482	\$21,600 (P)	\$ 118.992	\$ 53.821	\$ 2,570	\$ 1,163
1	Carpentry - interior	91341	\$8,100 (P)	\$ 166.503	\$ 30.841	\$ 1,349	\$ 250
1	Driveway, Parking Area or Sidewalk - paving or repaving	92215	\$5,000 (P)	\$ 110.739	\$ 22.648	\$ 554	\$ 113
1	Tile, Stone, Marble, Mosaic or Terrazzo Work - interior construction	99746	\$17,000 (P)	\$ 74.972	\$ 22.020	\$ 1,275	\$ 374

## SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOC. NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1	CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS	91585	\$9,500 (C)	\$ 24.000		\$ 228	
2	Drywall or Wallboard Installation	92338	\$51,300 (P)	\$ 112.114	\$ 13.247	\$ 5,751	\$ 680
2	Plumbing - commercial and industrial	98482	\$18,000 (P)	\$ 239.360	\$ 53.821	\$ 4,308	\$ 969
2	Carpentry - interior	91341	\$8,100 (P)	\$ 335.442	\$ 30.841	\$ 2,717	\$ 250
2	CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS	91585	\$8,100 (C)	\$ 31.000		\$ 251	

## SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOC. NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
*	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT	CG 25 03	1 (F)	\$ 500.00		\$ 500	
*	PRIMARY AND NON-CONTRIBUTING INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT(S) ENDORSEMENT	00 AGL0103 00	1 (F)	\$ 250.00		\$ 250	
*	WAIVER OF SUBROGATION ENDORSEMENT	00 AGL0106 00	1 (F)	\$ 250.00		\$ 250	
*	BLANKET ADDITIONAL INSURED ENDORSEMENT (CONTRACTOR) - NEW YORK	00 AGL0100 00	1 (F)	\$ 1,000.00		\$ 1,000	
*	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS	CG 20 12	1 (F)	\$ 100.00		\$ 100	

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**INSURED:** All-Boro Rehab Construction Corp.  
**POLICY NUMBER:** AGL0032630-01

TERM: 01/01/2017 to 01/01/2018

FORM NO	TITLE
06 ML0217 00 10 16	COMMON POLICY DECLARATIONS
06 AGL0123 00 02 13	COMMERCIAL GENERAL LIABILITY DECLARATIONS
06 AGL0129 00 02 13	SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE
00 ML0012 00 09 04	SCHEDULE OF FORMS AND ENDORSEMENTS
SN 0030 04 14	SURPLUS LINES NOTICE
IL 00 21 05 04	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL P0 01 01 04	OFAC
00 AGL0100 00 07 15	BLANKET ADDITIONAL INSURED ENDORSEMENT
00 AGL0101 00 02 13	EXTERIOR INSULATION AND FINISH SYSTEM ABSOLUTE EXCLUSION ENDORSEMENT
00 AGL0102 00 02 13	POLYCHLORINATED BIPHENYLS (PCBS) EXCLUSION ENDORSEMENT
00 AGL0103 00 02 13	PRIMARY AND NON-CONTRIBUTING INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT(S) ENDORSEMENT
00 AGL0104 00 02 13	PUNITIVE DAMAGES EXCLUSION ENDORSEMENT
00 AGL0105 00 02 13	SUBSIDENCE EXCLUSION
00 AGL0106 00 02 13	WAIVER OF SUBROGATION ENDORSEMENT
00 AGL0107 00 02 13	WRAP-UP EXCLUSION ENDORSEMENT
00 AGL0109 00 02 13	ASBESTOS EXCLUSION ENDORSEMENT
00 AGL0110 00 02 13	LEAD EXCLUSION ENDORSEMENT
00 AGL0111 00 02 13	LIMITED CROSS SUITS EXCLUSION
00 AGL0114 00 04 14	RESIDENTIAL AND RESIDENTIAL CONVERSION LIMITATION ENDORSEMENT
00 AGL0116 00 11 13	EXPOSED WORK AREA LIMITATION ENDORSEMENT
00 AGL0118 00 11 15	THREE STORY HEIGHT LIMITATION ENDORSEMENT
00 AGL0120 33 05 14	NEW YORK LIMITATION ENDORSEMENT - WORK DONE ON YOUR BEHALF BY UNINSURED OR UNDERINSURED SUBCONTRACTORS
00 AGL0146 00 08 14	NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
00 AGL0149 00 03 16	FORMALDEHYDE HAZARD EXCLUSION
00 ML0218 00 08 15	COMMON POLICY CONDITIONS
00 ML0219 00 02 13	ANNUAL MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT
00 ML0216 00 02 13	MINIMUM PREMIUM ENDORSEMENT
CG 00 01 12 07	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 12 05 09	ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS
CG 21 07 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG 21 16 04 13	EXCLUSION – DESIGNATED PROFESSIONAL SERVICES
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 90 01 06	EXCLUSION OF TERRORISM
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 25 03 05 09	DESIGNATED CONSTRUCTION PROJECT(S)GENERAL AGGREGATE LIMIT
CG 21 98 12 07	TOTAL POLLUTION EXCLUSION ENDORSEMENT
06 ML0002 00 12 14	SIGNATURE PAGE
00 ML0003 00 04 12	SERVICE OF SUIT

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

**INSURED:** All-Boro Rehab Construction Corp.  
**POLICY NUMBER:** AGL0032630-01

TERM: 01/01/2017 to 01/01/2018

**SURPLUS LINES NOTICE**

**NEW YORK**

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

POLICY NUMBER: AGL0032630-01

INTERLINE  
IL 00 21 05 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

PROFESSIONAL LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

**1. The insurance does not apply:****A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.****C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: AGL0032630-01

IL P0 01 01 04

## **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured those persons or organizations who are required under a written contract with you to be named as an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of your subcontractors:

- a. In the performance of your ongoing operations or “your work”, including “your work” that has been completed; or
- b. In connection with your premises owned by or rented to you.

The person or organization does not qualify as an Additional Insured with respect to any independent act(s) or omission(s) of such person or organization.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXTERIOR INSULATION AND FINISH SYSTEM ABSOLUTE EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
2. Any moisture-related or dry-rot related decay, infection or infestation of a house or other building caused, in whole or in part, by the "exterior insulation and finish system".

For the purposes of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system applied to a house or other building, and consisting of:

- a) A rigid or semi-rigid sheathing or insulation board, including gypsum-based, wood-based, or insulation-based materials; and
- b) The adhesive or mechanical fasteners used to attach the insulation board to the substrate; and
- c) A reinforcing mesh that is embedded in a coating applied to the sheathing or insulation board; and
- d) A finish coat.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLYCHLORINATED BIPHENYLS (PCBs) EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage" or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from the manufacturing, handling, distribution, sale, application, consumption or use of any chemical or product known as polychlorinated biphenyls (PCBs) or which has the same chemical formulary, or which is generally known in the chemical trade as having a substantially similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold or distributed.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTING INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **4. Other Insurance** under the **Conditions** section:

**d. Primary and Non-Contributing Insurance**

Where you are specifically required by a written contract to provide insurance that is primary and non-contributory and the written contract so requiring is executed by you before any "occurrence" or offense, this insurance will be primary and the other insurance will not contribute with this insurance, but only if and to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUNITIVE DAMAGES EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any claim, "suit", demand or loss for punitive damages, treble damages, fines, penalties or exemplary damages.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SUBSIDENCE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage" or "personal and advertising injury" that in any way, in whole or in part, directly or indirectly, arises out of, relates to, results from, contributes to or is aggravated by subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, consolidating, compacting, flowing, rising, tilting, or any other movement of land or earth, regardless of whether such movement is a naturally occurring phenomena or is man-made.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization: Where required by written contract**

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** under the **Conditions** section:

We waive any right of recovery we may have against the person or organization shown in the **SCHEDULE** above because of payments we make for injury or damage arising out of your operations or "your work" done under a written contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WRAP-UP EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from any entity, project or location that is or was insured, designated, scheduled or covered under a "wrap-up or any consolidated insurance program". This exclusion applies regardless of whether:

- a. Such "wrap-up or any consolidated insurance program" is expired, cancelled, terminated or nullified;
- b. The limits of liability of such "wrap-up or any consolidated insurance program" are inadequate, impaired, reduced or exhausted; or
- c. Insurance coverage under such "wrap-up or any consolidated insurance program" is excluded or otherwise not provided.

As used in this endorsement, "wrap-up or any consolidated insurance program" includes an owner controlled insurance program (OCP), contractor controlled insurance program (CCIP) or any other project-specific insurance program covering any insured, entity, project or location.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASBESTOS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage" or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from the "asbestos hazard".

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, "suit", demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "asbestos", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting therefrom.

As used in this exclusion, "asbestos hazard" means:

- (1) The actual, alleged or threatened exposure to, consumption, ingestion of, inhalation of, absorption of, existence of, or presence of, "asbestos" in any manner or form whatsoever, either directly or indirectly;
- (2) The actual or alleged failure to warn, advise or instruct related to "asbestos" in any manner or form whatsoever;
- (3) The actual or alleged failure to prevent exposure to "asbestos" in any manner or form whatsoever; or
- (4) The actual or alleged presence of "asbestos" in any manner or form whatsoever, in any place whatsoever, whether or not within a facility owned or used by the Named Insured, including its contents.

As used in this exclusion, "asbestos" means any substance, regardless of its form or state, containing asbestos.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LEAD EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from "lead hazard".

This exclusion includes but is not limited to compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any loss, cost or expense arising out of or relating to the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, lead, as well as any costs, fees, expenses, penalties, judgments, fines, or sanctions arising from or relating thereto.

As used in this exclusion, "lead hazard" means the:

- (1) actual, alleged or threatened exposure to, consumption, ingestion of, inhalation of, absorption of, existence of, or presence of, lead in any manner or form whatsoever, either directly or indirectly;
- (2) actual or alleged failure to warn, advise or instruct related to lead in any manner or form whatsoever;
- (3) actual or alleged failure to prevent exposure to lead in any manner or form whatsoever; or
- (4) actual or alleged presence of lead in any manner or form whatsoever, in any place whatsoever, whether or not within a building or structure, including its contents.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED CROSS SUITS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from any claim or demand made, "suit" brought, or loss alleged by one insured against another insured.

However this exclusion does not apply to parties added as additional insureds via the use of an additional insured endorsement.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

POLICY NUMBER: AGL0032630-01  
ARCH SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY  
00 AGL0114 00 04 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RESIDENTIAL AND RESIDENTIAL CONVERSION LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusions are added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability**:

This insurance does not apply to any claim, "suit", demand or loss that alleges:

- A.** "Bodily injury", "property damage", or "personal and advertising injury" that in any way arises out of, relates to or results from the new development or construction, in whole or in part, of any:
  - (1) "Non-commercial dwelling or residence"; or
  - (2) Building converted at any time, in whole or in part, to a "non-commercial dwelling or residence"
- B.** "Property damage" included within the "products-completed operations hazard" to any:
  - (1) "Non-commercial dwelling or residence"; or
  - (2) Building which is converted, in whole or in part, to a "non-commercial dwelling or residence" at any time.

This endorsement shall not apply where such development or construction does not exceed 12 units in any one dwelling or housing development or when work is performed on a property that has obtained a certificate of occupancy prior to such work being performed.

For purposes of this endorsement, "non-commercial dwellings or residences" include, but are not limited to, homes, condominiums, cooperatives, town homes, lofts and time-share properties. However, "non-commercial dwellings or residences" do not include:

- (1) Apartment buildings and other residential dwellings wherein all of the residential units are held for rental or lease to the general public;
- (2) Hotels or motels, except any units within or otherwise part of such hotels or motels that are condominiums, time-share properties or similar types of property sold to others.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**POLICY NUMBER: AGL0032630-01  
ARCH SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY  
00 AGL0116 00 11 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXPOSED WORK AREA LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability:**

Solely with respect to work or operations performed by the insured or a “subcontractor”, this insurance does not apply to any “property damage” arising out of wind, hail, snow, rain, ice or any combination of these elements. However, this exclusion does not apply if a secure temporary covering, large enough to cover any exposed work area and able to withstand normal anticipated elements, has been properly secured in place before the insured or the “subcontractor” leaves the jobsite. This covering shall be available on all jobsites in the event of a sudden change of weather during an active job.

For the purposes of this endorsement only, “subcontractor” means any person or organization who is not an “employee” of an insured and does work or performs services for or on behalf of an insured.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **THREE STORY HEIGHT LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability:

This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of any contracting operations performed by you or by a subcontractor working directly or indirectly on your behalf on:

- (1) The exterior sides of a building where the contract for those operations or an election by the insured requires the work to be performed at any level exceeding three stories, regardless of the height at which the “bodily injury”, “property damage” or “personal and advertising injury” actually takes place.
- (2) The exterior sides of any structure, other than a building, where the contract for those operations or an election by the insured requires the work to be performed at any level exceeding 50 feet, regardless of the height at which the “bodily injury”, “property damage” or “personal and advertising injury” actually takes place.
- (3) The above paragraphs 1 & 2 do not apply to roofing operations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**POLICY NUMBER: AGL0032630-01  
ARCH SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY  
00 AGL0120 33 05 14**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NEW YORK LIMITATION ENDORSEMENT – WORK DONE ON YOUR BEHALF BY  
UNINSURED OR UNDERINSURED SUBCONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section IV – Commercial General Liability Conditions** is amended by the addition of the following conditions:

1. You will obtain agreements, in writing, from all "subcontractors" for each and every job that you employ a "subcontractor", pursuant to which the "subcontractor(s)" will be required to defend, indemnify and hold you harmless, and any other Named Insured under this policy for whom the "subcontractor" is working, for any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of the work performed by the "subcontractor".
2. Certificates of Insurance for Commercial General Liability coverage written on standard Insurance Services Office, Inc. (ISO) forms, or their equivalent, with limits equal to or greater than \$1,000,000, will be obtained by you from all "subcontractors" prior to commencement of any work performed for any insured.
3. You, and any other Named Insured under this policy for whom the "subcontractor" is working, will be named as additional insured on all of the "subcontractors" Commercial General Liability policy(ies). Each Certificate of Insurance referenced in Paragraph 2. above will show this additional insured designation.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability :**

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", including injury to any "worker", "property damage" or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from operations or work performed on your behalf by a "subcontractor", unless such "subcontractor":

1. Has in force at the time of such injury or damage a Commercial General Liability insurance policy that:
  - a. names you and any other Named Insured as an additional insured;
  - b. provides an each-occurrence limit of liability equal to or greater than \$1,000,000; and
  - c. provides coverage for you for such claim, "suit", demand or loss; and
2. Has agreed in writing to defend, indemnify and hold harmless you and any other Named Insured under the policy for any claim or "suit" for "bodily injury" to any "worker" arising out of the work performed by such subcontractor, to the fullest extent allowed by law.

**C. For the purposes of this endorsement only, "subcontractor" means any person or organization who is not an "employee" of an insured and does work or performs services for or on behalf of an insured.**

D. For the purposes of this endorsement only, "worker" means any "employee", "temporary worker", casual laborer, borrowed "employee", borrowed servant, independent contractor or "subcontractor" that performs work, whether directly or indirectly, for any of your subcontractors.

E. This exclusion applies only to operations or work performed in the State of New York.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph **5. Premium Audit** under the **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you do not cooperate with us or allow us to examine and audit all your records that relate to this policy, we may utilize a Premium Base of two times the Estimated Premium Base for purposes of determining the final premium.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

POLICY NUMBER:AGL0032630-01  
ARCH SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY  
00 AGL0149 00 03 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FORMALDEHYDE HAZARD EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to, or results from the "formaldehyde hazard".

This exclusion includes but is not limited to compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, "suit", demand, loss, cost or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, formaldehyde, as well as any costs, fees, expenses, penalties, judgments, fines, or sanctions arising or resulting therefrom or relating thereto.

As used in this exclusion, "formaldehyde hazard" means:

- (1) the actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of, or presence of, formaldehyde in any manner or form whatsoever, either directly or indirectly;
- (2) the actual or alleged failure to warn, advise or instruct related to formaldehyde in any manner or form whatsoever;
- (3) the actual or alleged failure to prevent exposure to formaldehyde in any manner or form whatsoever; or
- (4) the actual or alleged presence of formaldehyde in any manner or form whatsoever, in any place whatsoever, whether or not within a building or structure, including its contents.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SERVICE OF SUIT**

It is agreed that:

1. In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the **Insurer** from removing any action, suit or proceeding to a United States District Court. The **Insurer** shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Insurance Group Inc., 300 Plaza Three, Jersey City, NJ 07311-1107. Upon the request of the **Insured**, such General Counsel shall give a written undertaking to enter an appearance on behalf of the **Insurer** in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the **Insurer** upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the **Insurer** in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

## Claims Handling Procedures

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Specialty Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Specialty Insurance Company  
Contract Binding Operations Claims  
1299 Farnam Street, Suite 500  
P.O. Box 542033  
Omaha, NE 68154  
Phone: 877 688-ARCH (2724)  
Fax: 866 266-3630  
E-mail: [Claims@ArchInsurance.com](mailto:Claims@ArchInsurance.com)

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary, and discuss further handling of the claim.

POLICY NUMBER: AGL0032630-01

00 ML0218 00 08 15

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.



#### **F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### **G. Amendments To The Commercial General Liability Coverage Form**

The Commercial General Liability Coverage Form is amended as follows:

- 1.Under the **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** provision, Paragraph **2.** is deleted in its entirety.
- 2.Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **9.** is deleted in its entirety.

#### **H. Amendments To The Liquor Liability Coverage Form**

The Liquor Liability Coverage Form is amended as follows:

Under **SECTION IV – LIQUOR LIABILITY CONDITIONS**, Condition **9.** is deleted in its entirety.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ANNUAL MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMON POLICY CONDITIONS**

The following condition is added to **Common Policy Conditions**:

#### **Annual Minimum And Deposit Premium**

The premium designated in this policy as "advance premium" is a minimum and deposit premium, which shall be credited to the amount of the earned premium due at the end of the policy period.

At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period, the earned premium including any premium adjustments made by endorsement to this policy during the policy period shall be computed for such period and upon notice thereof to the Named Insured, shall become due and payable.

If the total earned premium for the policy period is less than the premium designated as "advance premium", premium designated in this policy as "advance premium" is the minimum premium for the policy period indicated, and is not subject to further adjustment.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MINIMUM PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMON POLICY CONDITIONS**

The following condition is added to **Common Policy Conditions**:

#### **Minimum Premium**

In the event of cancellation by the first Named Insured, the premium due under this policy will be the greater of the following:

- (1) The Minimum and Deposit premium shown in the Declarations multiplied by the applicable short-rate earned premium factor;
- (2) The earned premium based upon the policy rate multiplied by the gross receipts, payroll or other premium adjustment basis for the policy period; or
- (3) The absolute minimum premium of 25% of the premium shown in the Declarations.

For purposes of this endorsement, cancellation of this policy for nonpayment of premium by the first Named Insured's premium finance company shall be deemed to be cancellation by the first Named Insured.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 00 01 12 07

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

**e.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

## f.Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
  - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5)"Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;



(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

**This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.**

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.**

## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### **j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or



(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**I. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.



## **2.Exclusions**

We will not pay expenses for "bodily injury":

### **a. Any Insured**

To any insured, except "volunteer workers".

### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

### **d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:

### **(1) Agrees in writing to:**

- (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
- (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c)** Notify any other insurer whose coverage is available to the indemnitee; and
- (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

### **(2) Provides us with written authorization to:**

- (a)** Obtain records and other information related to the "suit"; and

**(b)**Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage

B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and



- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.  
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b**. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c**. below.

#### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
    - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
    - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
    - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g**. of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.
  - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**3."Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.**

**4. "Coverage territory" means:**

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

**5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**

**6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.**

**7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.**

**8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:**

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9."Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.



**10.**"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11.**"Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12.**"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.**"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.**"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.**"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.**"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.**"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.**Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.**"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.**"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.**"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.**"Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

- a. Means:
  - (1) Work or operations performed by you or on your behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
  - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

The City of New York and Department of Transportation

c/o DOT Office of Permit Mgt.

55 Water Street- Concourse Level

New York, NY 10041

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 07 05 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion 2.p. of Section I – Coverage A –  
Bodily Injury And Property Damage Liability** is  
replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**B. The following is added to Paragraph 2.  
Exclusions of Section I – Coverage B –  
Personal And Advertising Injury Liability:**

#### **2. Exclusions**

This insurance does not apply to:

##### **Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 16 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Description Of Professional Services
1.
2.
3.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 47 12 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 49 09 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

Policy Number: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 67 12 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.  
Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following exclusion is added to Paragraph 2.  
Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

**C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 90 01 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

**B.** The following exclusion is added:

### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 96 03 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):All Projects commencing within the Policy Period**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



POLICY NUMBER: AGL0032630-01

COMMERCIAL GENERAL LIABILITY  
CG 21 98 12 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2.,  
**Exclusions of Section I – Coverages – Bodily Injury  
And Property Damage Liability**

#### **2. Exclusions**

This insurance does not apply to:

##### **Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

The following definition is added to the Definitions Section:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.





Signature Page

IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink that appears to read "John Mentz".

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John Mentz  
President

A handwritten signature in black ink that appears to read "Patrick K. Nails".

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Patrick K. Nails  
Secretary

**Arch Specialty Insurance Company**

A member company of Arch Insurance Group

**Contract Binding Operations**1001 Franklin Avenue, STE 208  
Garden City, NY 11530**COMMERCIAL GENERAL LIABILITY RENEWAL BINDER****Date:** December 29, 2016**Policy Number:** AGL0032630-01**To:** IN-HOUSE PRODUCER

**From:** Ryan Kelly  
 RT SPECIALTY, LLC - CT  
 20 CHURCH STREET  
 SUITE 1500  
 HARTFORD, CT 06103  
 Direct Dial: (860) 656-1263 Ext.

**Insured:** All-Boro Rehab Construction Corp.**Mailing Address:** 260 Doughty Blvd  
Inwood, NY 11096

**Issuing Company:** ARCH SPECIALTY INSURANCE COMPANY (the Company)  
 Surplus Line Notice (non-Admitted)  
 A.M. Best#: 012523  
 NAIC#: 21199  
 A.M. Best Rating: A + (Superior) XV

**Policy Period:** From: January 01, 2017 To: January 01, 2018  
 (12:01 AM Standard Time at the address of the Insured shown above.)

**Binder Effective Date:** January 01, 2017**Binder Expires Date:** January 22, 2017**Business Description:** Contractor**COVERAGES****1 - GENERAL LIABILITY****Limits of Liability:**

Limits of Liability Description	Limits of Liability Amount
GENERAL AGGREGATE	\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$1,000,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGE TO RENTED PREMISES (each occurrence)	\$100,000
MEDICAL EXPENSE (Any one person)	\$10,000

**Liability Deductible:** \$ 0
**RYAN<sup>SM</sup>  
TURNER  
SPECIALTY**

APP291480 / Q290937 / BND080439 / Ryan Kelly / Direct Dial (860) 656-1263 Ext.

December 29, 2016, 15:25:16 PM

Page 1 of 5

**THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.**

**THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.**

Binder Expires On : January 22, 2017

Named Insured: All-Boro Rehab Construction Corp.

Policy Number: AGL0032630-01

**Mandatory Forms:**

Number	Title
06 ML0217 00 10 16	COMMON POLICY DECLARATIONS
06 AGL0123 00 02 13	COMMERCIAL GENERAL LIABILITY DECLARATIONS
06 AGL0129 00 02 13	SUPPLEMENTARY LOCATION, CLASSIFICATION AND PREMIUM SCHEDULE
00 ML0012 00 09 04	SCHEDULE OF FORMS AND ENDORSEMENTS
SN 0030 04 14	SURPLUS LINES NOTICE
IL 00 21 05 04	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL P0 01 01 04	OFAC
00 AGL0101 00 02 13	EXTERIOR INSULATION AND FINISH SYSTEM ABSOLUTE EXCLUSION ENDORSEMENT
00 AGL0102 00 02 13	POLYCHLORINATED BIPHENYLS (PCBS) EXCLUSION ENDORSEMENT
00 AGL0104 00 02 13	PUNITIVE DAMAGES EXCLUSION ENDORSEMENT
00 AGL0105 00 02 13	SUBSIDENCE EXCLUSION
00 AGL0107 00 02 13	WRAP-UP EXCLUSION ENDORSEMENT
00 AGL0109 00 02 13	ASBESTOS EXCLUSION ENDORSEMENT
00 AGL0110 00 02 13	LEAD EXCLUSION ENDORSEMENT
00 AGL0111 00 02 13	LIMITED CROSS SUITS EXCLUSION
00 AGL0114 00 04 14	RESIDENTIAL AND RESIDENTIAL CONVERSION LIMITATION ENDORSEMENT
00 AGL0116 00 11 13	EXPOSED WORK AREA LIMITATION ENDORSEMENT
00 AGL0118 00 11 15	THREE STORY HEIGHT LIMITATION ENDORSEMENT
00 AGL0120 33 05 14	NEW YORK LIMITATION ENDORSEMENT - WORK DONE ON YOUR BEHALF BY UNINSURED OR UNDERINSURED SUBCONTRACTORS
00 AGL0146 00 08 14	NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
00 AGL0149 00 03 16	FORMALDEHYDE HAZARD EXCLUSION
00 ML0003 00 04 12	SERVICE OF SUIT
06 ML0215 00 02 15	CLAIMS HANDLING PROCEDURES
00 ML0218 00 08 15	COMMON POLICY CONDITIONS
00 ML0219 00 02 13	ANNUAL MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT
00 ML0216 00 02 13	MINIMUM PREMIUM ENDORSEMENT
CG 00 01 12 07	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 07 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG 21 16 04 13	EXCLUSION – DESIGNATED PROFESSIONAL SERVICES
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 90 01 06	EXCLUSION OF TERRORISM
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 21 98 12 07	TOTAL POLLUTION EXCLUSION ENDORSEMENT

**Optional Forms:**

Numbers	Title
00 AGL0100 00 07 15	BLANKET ADDITIONAL INSURED ENDORSEMENT
00 AGL0103 00 02 13	PRIMARY AND NON-CONTRIBUTING INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT(S) ENDORSEMENT
00 AGL0106 00 02 13	WAIVER OF SUBROGATION ENDORSEMENT



RYAN<sup>SM</sup>  
TURNER  
SPECIALTY

Binder Expires On : January 22, 2017

Named Insured: All-Boro Rehab Construction Corp.

Policy Number: AGL0032630-01

Optional Forms:

Numbers	Title
CG 20 12 05 09	ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS
CG 25 03 05 09	DESIGNATED CONSTRUCTION PROJECT(S)GENERAL AGGREGATE LIMIT

Policy Audit Status:      Auditable       Non-auditabile

Location Schedule:

Location No	Address
0001	260 Doughty Blvd, Inwood, NY 11096
0002	Various, Flushing, NY 11367



RYAN<sup>SM</sup>  
TURNER  
SPECIALTY

**Binder Expires On : January 22, 2017**

Named Insured: All-Boro Rehab Construction Corp.

Policy Number: AGL0032630-01

**Schedule of Hazards:**

(\*) - Refer to last page Rate &amp; Premium Basis for acronyms

<b>Loc/Prem No</b>	<b>ISO CODE/ FORM #</b>	<b>Subline</b>	<b>Classification Description</b>	<b>*Premium Basis</b>	<b>Exposure Basis</b>	<b>Rates</b>	<b>Premium</b>
1	92338	334-PREM	Drywall or Wallboard Installation	(P)	\$73,800	\$55.782	\$4,117
1	92338	336-PROD	Drywall or Wallboard Installation	(P)	\$73,800	\$13.247	\$978
1	98482	334-PREM	Plumbing - commercial and industrial	(P)	\$21,600	\$118.992	\$2,570
1	98482	336-PROD	Plumbing - commercial and industrial	(P)	\$21,600	\$53.821	\$1,163
1	91341	334-PREM	Carpentry - interior	(P)	\$8,100	\$166.503	\$1,349
1	91341	336-PROD	Carpentry - interior	(P)	\$8,100	\$30.841	\$250
1	92215	334-PREM	Driveway, Parking Area or Sidewalk - paving or repaving	(P)	\$5,000	\$110.739	\$554
1	92215	336-PROD	Driveway, Parking Area or Sidewalk - paving or repaving	(P)	\$5,000	\$22.648	\$113
1	99746	334-PREM	Tile, Stone, Marble, Mosaic or Terrazzo Work - interior construction	(P)	\$17,000	\$74.972	\$1,275
1	99746	336-PROD	Tile, Stone, Marble, Mosaic or Terrazzo Work - interior construction	(P)	\$17,000	\$22.020	\$374
1	91585		CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS	(C)	\$9,500	\$24.000	\$228
2	92338	334-PREM	Drywall or Wallboard Installation	(P)	\$51,300	\$112.114	\$5,751
2	92338	336-PROD	Drywall or Wallboard Installation	(P)	\$51,300	\$13.247	\$680
2	98482	334-PREM	Plumbing - commercial and industrial	(P)	\$18,000	\$239.360	\$4,308
2	98482	336-PROD	Plumbing - commercial and industrial	(P)	\$18,000	\$53.821	\$969
2	91341	334-PREM	Carpentry - interior	(P)	\$8,100	\$335.442	\$2,717
2	91341	336-PROD	Carpentry - interior	(P)	\$8,100	\$30.841	\$250
2	91585		CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS	(C)	\$8,100	\$31.000	\$251
N/A	CG 25 03		DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT	(F)	1	\$500.000	\$500
N/A	00 AGL0103 00		PRIMARY AND NON-CONTRIBUTING INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT(S) ENDORSEMENT	(F)	1	\$250.000	\$250
N/A	00 AGL0106 00		WAIVER OF SUBROGATION ENDORSEMENT	(F)	1	\$250.000	\$250
N/A	00 AGL0100 00		BLANKET ADDITIONAL INSURED ENDORSEMENT (CONTRACTOR) - NEW YORK	(F)	1	\$1000.000	\$1,000
N/A	CG 20 12		ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS	(F)	1	\$100.000	\$100

Total General Liability Premium: **\$29,997**
**RYAN<sup>SM</sup>  
TURNER  
SPECIALTY**

Binder Expires On : January 22, 2017

Named Insured: All-Boro Rehab Construction Corp.

Policy Number: AGL0032630-01

**BINDER SUMMARY:**

<b>Excluding TRIA</b>		
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*Estimated Annual Premium:	\$	29,997.00
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Total Cost:	\$	29,997.00
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Producer Commission (10.00%):	\$	2,999.70
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\* (Estimated Annual Premium)

- Not Including Taxes and Fees;
- 25% Minimum earned premium applies Please refer to 00 ML0216 00 02 13 Minimum Earned Endorsement.

**Binding Subject to :****1. General Liability Renewal Application**

**Terms and Conditions:** This binder as outlined above is based primarily upon the information you have submitted to our office. The coverages, Limits of Liability, Terms and Conditions of this quotation may differ from those requested by you and/or your client. You and/or your client do not have any right or authority to bind or accept any risk on behalf of ARCH SPECIALTY INSURANCE COMPANY without first obtaining written approval from a duly authorized representative of RT SPECIALTY, LLC - CT-HARTFORD, CT.

**TRIA****Acceptance/Rejection**

[Indicate "X"]:

Acceptance [ ]

Rejection [X]

<b>Rating &amp; Premium Basis:</b>	(S): Gross Sales-Per \$1,000/Sales	(A): Area-Per 1,000/SQ FT	(U): Unit-Per Unit
	(C): Total Cost- Per \$1,000/Cost	(F): Flat Charge	(T): Other
	(P): Payroll-Per \$1,000/Pay	(M): Admissions-Per 1,000/ADM	

